

5 MAY 1982

Pam 8

Mr. Bertrand G. Berube
Regional Administrator
General Services Administration
Washington, D.C. 20407

Dear Mr. Berube:

I have enclosed the signed Memorandum of Understanding and Agreement between our agencies for the planned construction of a new Central Intelligence Agency building and parking structure at our headquarters site in McLean, Virginia.

The return of this document was briefly delayed while it was undergoing review by our legal staff. They did suggest some minor changes in wording, but rather than delay the document further, I have signed in the belief that it very clearly describes the intent and scope of our mutual participation in this project and is not intended, in any way, to alter existing legal relationships between our respective agencies.

As you might expect, we are quite excited about the prospect of a new building and look forward to working with your personnel in the coming months to make it a success.

Sincerely yours,

/s/ Daniel C. King
Daniel C. King
Acting Director of Logistics

Enclosure:

Memorandum of Understanding and Agreement

Distribution:

- Orig - Addressee, w/Encl
- 1 - OL/BPB (Official), w/Encl
- ~~1~~ - OL/Files, w/o Encl
- 1 - AD/L Chrono, w/o Encl
- 1 - DDA, w/o Encl

AD/L:Daniel C. King:fjs: (4 May 1982)

OL 2 2040

ROUTING AND RECORD SHEET**SUBJECT:** (Optional)New CIA Building--Memorandum of Understanding and Agreement
for Design and Construction ServicesSTAT: EXTENSION NO. OL 2 1855STAT Chief, Building Planning Staff, OL DATE 29 APR 1982
4E50 Hqs

TO: (Officer designation, room number, and building)

DATE

RECEIVED

FORWARDED

OFFICER'S
INITIALS

COMMENTS (Number each comment to show from whom to whom. Draw a line across column after each comment.)

1. Actg D/L

STAT

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28 APR 1982

MEMORANDUM FOR: Acting Director of Logistics

STAT FROM:
Chief, Building Planning Staff, OL

SUBJECT: New CIA Building--Memorandum of Understanding
and Agreement for Design and Construction
Services

REFERENCE: Memorandum for D/L from Associate General
Counsel, dtd 19 Apr 82, Same Subject,
(OGC 82-03864; OL 2 1857)

1. This memorandum responds to the points raised in paragraph 2 of the reference and recommends acceptance of the memorandum of understanding (MOU) as written.

2. The current version of the MOU is silent on the question of Headquarters ownership by mutual agreement. We have argued for this type of wording to avoid delaying agreement by raising a historic issue that is not germane to the question of design and construction of a new building.

3. Paragraph 4, "The CIA Project Officer," was amended to allow the full-time assignment of architectural, engineering, and security personnel to the construction site management team to monitor technical progress for the Agency. The intent is to demonstrate General Services Administration (GSA) acceptance of our active participation in construction management. To my knowledge, there is nothing that would preclude our consulting other specialties when required.

4. Paragraph 4, "The Contracts Division (GSA)," talks to contracting authority within the context of construction contracting. Within that context, I do not believe we have an issue. The delineation of responsibilities covered by paragraphs 5 through 10 along with the wording under paragraph 4, "The CIA Project Officer," spells out the Agency prerogatives for those procurement actions which we intend to execute.

OL 2 1855

5. With respect to the wording of paragraph 7, adding the phrase "with CIA concurrence" is superfluous when one recognizes that the design approved by GSA results from an Agency-controlled design contract. While it could develop that GSA objects to our design, we have the option of exercising the authority contained in paragraph 4, "The CIA Project Manager," to resolve issues in our favor.

6. I believe the MOU as presented is adequate for our needs and recommend your signature.

STAT



Attachments:

- A. MOU & Covering
Memo (OL 2 1593)
- B. Reference

Distribution:

- Orig - Actg D/L, w/atts
- 1 - OL/BPS, w/atts (Official)
- ~~1~~ - OL Files, w/atts
- 1 - DD/L Chrono, w/atts



APR 6 1982

ATTACHMENT
A

Mr. James H. McDonald
Director of Logistics
Central Intelligence Agency
Washington, DC 20505

Dear Mr. McDonald:

Enclosed is the proposed Memorandum of Understanding and Agreement for Design and Construction Services, to be executed by and between our agencies for the New Central Intelligence Agency Building and Parking Structure in McLean, Virginia.

This document has been developed jointly by your staff and mine, and should form the basis of a sound and cooperative working relationship between the two agencies on the proposed project.

Two copies of the Memorandum are provided, both of which I have signed for the General Services Administration. Your signature for the Central Intelligence Agency will complete our formal agreement. Please return one signed copy of the Memorandum to the National Capital Region, 7th and D Streets, S.W., Washington, D.C., 20407, Room 2002, Attention, Mr. J. B. Stewart (WPC).

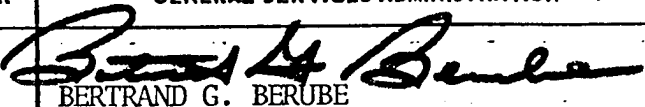
We look forward to working with you and your staff on the project.

Sincerely,

BERTRAND G. BERUBE
Regional Administrator

Enclosure

OL 2 1593

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		AGREEMENT NO. NCR-1981-2
MEMORANDUM OF UNDERSTANDING AND AGREEMENT FOR DESIGN AND CONSTRUCTION SERVICES		PROJECT NO.
BETWEEN General Services Administration and the Central Intelligence Agency		
NAME AND LOCATION OF PROJECT New Central Intelligence Agency Building and Parking Structure Langley Headquarters Compound, McLean, Virginia		
COGNIZANT OFFICE GSA, National Capital Region Public Buildings Service Design Management Staff (PCDB) and Construction Div.	STATUTORY REFERENCES P. L. 86-249; 30 Stat. 614, 40 U.S.C. 285; 64 Stat. 1270, 40 U.S.C. 490 nt.; and the Central Intelligence Agency Act of 1947, as amended	
SERVICES REQUESTED OF GSA		
<p>The Central Intelligence Agency (CIA) proposes the planning, design and construction of a new building to house elements of that agency at the existing Langley Headquarters Compound in McLean, Virginia. The new building, as presently envisioned, will be adjoined to the existing Main Building, and will provide approximately 850,000 square feet of useable area for office, special purpose and other uses. Associated with the building will be a major parking structure for some 2,500 cars, a small visitor center, and necessary road and landscape improvements. Modifications to the existing Main Building will also be included as necessary to integrate with the new building. In accordance with Title II, Section 210 of the Federal Property and Administrative Services Act of 1949, as amended, the CIA proposes to engage the support and assistance of the General Services Administration (GSA) in the planning, design and construction efforts associated with this project. This Memorandum of Understanding and Agreement establishes the parties' mutual plan for accomplishment of the project, defines their proposed roles and responsibilities, and outlines the areas of service to be provided by GSA. Details of the agreement are provided in the attached Project Plan, which is made a part hereof.</p>		
PARTICIPATION BY		
<p>On <u>5th</u> day of <u>May</u>, 1982, it was agreed that General Services Administration would undertake to provide services of the scope described above by using its own facilities and personnel or by contract. GSA will endeavor to provide these services within the limits of the budget categories indicated on the attached GSA Form 2100X. The Central Intelligence Agency agrees to make available to GSA funds sufficient to cover the total estimated cost of the project. Whenever the scope of the services requested is changed, or whenever unforeseen circumstances require revisions in the cost estimated, it is agreed that this memorandum and any attachments thereto will be amended to indicate review and approval by both GSA and the Central Intelligence Agency.</p>		
On this <u>5th</u> day of <u>May</u> , 1982, the parties hereto have executed this agreement.		
FOR	GENERAL SERVICES ADMINISTRATION	Central Intelligence Agency
BY	 BERTRAND G. BERUBE	/s/ Daniel C. Kling JAMES H. MCDONALD
TITLE	Regional Administrator	Director of Logistics

GSA, National Capital Region
Public Buildings Service
Design & Construction Division
January 26, 1982

PROJECT PLAN

1. PROJECT DESCRIPTION

NAME: New Central Intelligence Agency (CIA)
Building and Parking Facility

LOCATION: CIA Langley Headquarters Compound
McLean, Virginia

SCOPE: The project will encompass the planning, design and construction of a new building, adjoining the existing Main Building, and providing approximately 850,000 square feet of useable area for office, special purpose and other uses. Associated with the new building and also included in the scope of the project will be a major parking structure for some 2500 cars, a small visitor center and necessary road and landscaping improvements. All ancillary spaces, facilities, equipment and other improvements will also be included as appropriate to the proposed occupancy and use, operation, maintenance and protection of the facility. Further details of the project scope, as currently envisioned, are contained in the Master Development Plan, dated November 1981.

2. BASIC POLICY AND AGENCY ROLES

In furtherance of its agency mission and operations, the CIA has identified the need for this proposed building and has conceived and developed this project for its construction. Accordingly, the CIA will take the lead role in the overall execution of the project, from preliminary planning to completion of the construction and final occupancy. The setting of policy and overall goals, and securing of required authority and funding are to be initiated and controlled by the CIA. However, the building will be a part of an existing GSA maintained facility, and GSA will therefore incorporate in the design those features required by GSA for operation and maintenance.

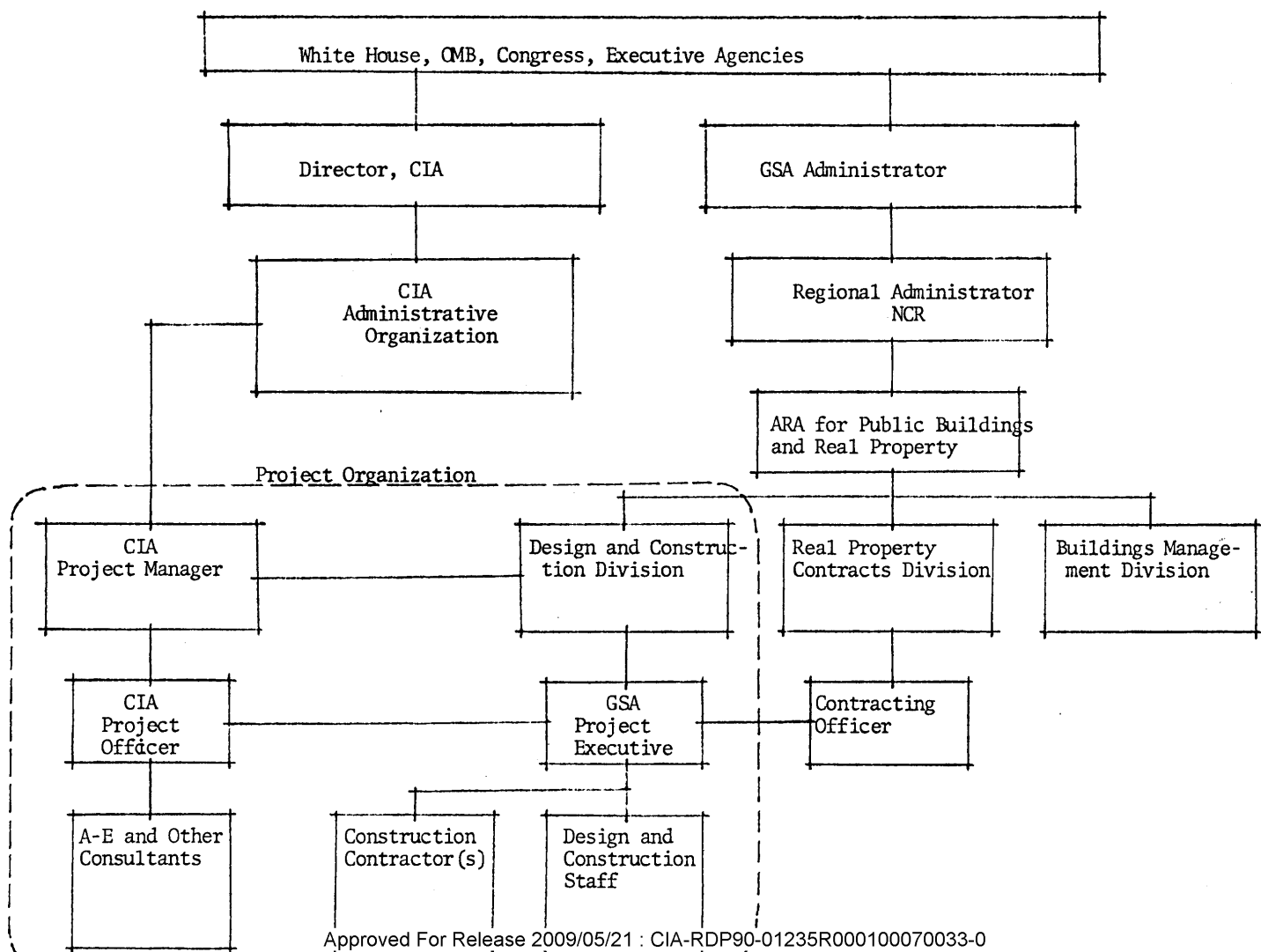
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The CIA will appoint a Project Manager to direct the overall planning and accomplishment of the project. The GSA National Capital Region, Public Buildings Service, Design and Construction Division will be the lead action office within GSA in the performance of the project. This office will appoint a GSA Project Executive who will have primary responsibility for assuring the performance of GSA services as required.

Services to be provided by GSA will include project management and engineering/technical advice and assistance during all phases of the project, review of planning, program development and environmental assessment efforts, pursuing necessary planning and design approvals through cognizant advisory/regulatory bodies, review of design documents, procurement of construction contracts, construction administration and post-occupancy evaluation.

3. PROJECT ORGANIZATION

The following organization chart depicts the CIA/GSA project organization as related to the agencies' internal administrative organizations. Responsibilities of the key participating offices and individuals, as shown on the chart, are set out in Paragraph 4 hereafter.



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4. RESPONSIBILITIES OF THE PARTICIPANTS

The CIA Project Manager will direct the planning and execution of the project. He will perform all necessary management level coordination within the CIA and with other agencies and/or public and private interest groups.

The CIA Project Officer will maintain direct communication with the GSA Project Executive for coordination of project management issues between the CIA and GSA. The Project Officer will award and administer the contracts for programming, environmental assessment, A-E design and other related services as required in connection with the planning and design of the project, and will maintain direct communication with the GSA Project Executive for coordination of planning, design, engineering, and technical matters between CIA and GSA engineering/technical staff. The Project Officer will assign architectural, engineering, and security advisers to the GSA Project Executive as required to facilitate expeditious resolution of construction issues affecting the mutual interests of CIA and GSA.

The Director, Design and Construction Division (GSA) will serve as primary point of contact within GSA for the CIA Project Manager, and will channel all project related policy and appeal issues between the project organization and the GSA administrative organization. This office will provide all required design/engineering review and related services, cost management support, and full-time site construction staff during construction.

The GSA Project Executive will develop GSA's internal management plan for the project and will direct the performance of all administrative actions and project services by GSA in accordance with this project plan and the GSA management plan. The GSA Project Executive will have the overall responsibility for assuring the fulfillment of GSA's role in the accomplishment of the project as planned. He will be the Authorized Representative of the Contracting Officer in the administration of all GSA contracts. The GSA Project Executive will monitor project status and provide monthly status reports to the CIA on GSA's participation in the project. He will advise the CIA Project Officer on planning and project management issues. The Project Executive will oversee the efforts of the GSA project team members in the performance of their activities and services throughout the life of the project.

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The Contracts Division (GSA) acting through a designated Contracting Officer, will award all construction contracts and will maintain all basic contracting authority. The Contracting Officer will designate the Project Executive as his authorized representative for administration of the construction contract(s).

5. PROGRAM OF REQUIREMENTS

The CIA will develop the program of requirements for the building, outlining space requirements, adjacencies, special equipment and utilities and other appropriate information pertaining to the user's functional needs.

6. ARCHITECT-ENGINEER AND CONSULTANT SERVICES

The CIA will conduct procurement actions for A-E and consultant contracts as required in connection with the planning and design of the project, and will award and administer all such contracts.

7. PLANNING AND DESIGN APPROVALS

As construction manager, GSA will approve construction documents and will perform necessary coordination with the National Capital Planning Commission in securing planning and design reviews for the project.

8. CONSTRUCTION PROCUREMENT

GSA will reproduce the construction contract documents, advertise and award the construction contract(s) for the project.

9. CONSTRUCTION MANAGEMENT

GSA will manage and supervise the construction of the building, including administration of construction contracts.

10. FUNDING

The CIA will transfer funds to GSA as necessary to cover GSA's costs for design management and review, printing, travel, invitation and bid expense, and construction management/supervision. The CIA will also transfer funds as required to cover construction costs, including contingencies and reservation items. The CIA will directly obligate and pay A-E and consultant fees and costs of any required survey or subsoil investigation work. After budgets for all project costs have been established, they will be summarized on GSA Form 2100A (blank copy attached), which will be included as an addendum to the Memorandum of Understanding and Agreement.

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11. ENVIRONMENTAL IMPACT

The CIA will be responsible for the completion of all documents necessary in connection with assessment of the impact of the project on the environment. GSA will advise and assist the CIA in this effort. GSA will be responsible for determination of the scope of the environmental analysis, and assembly and approval of the appropriate environmental documentation.

12. SECURITY

The new building will be a secure facility, and accordingly all precautions must be taken as necessary to maintain security during planning, design and construction. The CIA will establish and communicate to GSA all security requirements in connection with the project. The CIA will process necessary security clearances for GSA personnel and others involved in the project.

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
**DETAIL OF ESTIMATED COST
FOR DESIGN AND CONSTRUCTION SERVICES**

AGREEMENT NO.

PROJECT NO.

TOTAL

1. SITE ACQUISITION	\$
a. LAND	
b. APPRAISAL, TITLE, ETC.	

\$

2. PRELIMINARY PLANNING, DESIGN, SPECIFICATIONS AND PROJECT ADMINISTRATION			PHASE	
			DESIGN	CONSTRUCTION
a.	CONTRACT - PLANNING AND DESIGN		\$	\$
b.	GSA DEVELOPMENT AND/OR REVIEW - PLANS AND SPECIFICATIONS			
c.	PRINTING - GSA REVIEW			
d.	SURVEY AND SUBSOIL INVESTIGATION TESTS, ETC.			
e.	TRAVEL - GSA PERSONNEL			
f.	PRINTING - BIDDING DOCUMENTS			
g.	ADVERTISING - CONSTRUCTION BIDS			
h.	SUPERVISION OF CONSTRUCTION	CONTRACT		
i.		GSA		
TOTAL			\$	\$

\$

3. CONSTRUCTION OR IMPROVEMENT CONTRACTS	\$
a. PRIMARY	
b. CONTINGENCIES	
c. RESERVATIONS	

\$

4. RENTS AND MOVING	\$
5. FURNISHINGS AND SUPPLIES	
6. EQUIPMENT	
7. OTHER COSTS	

8. TOTAL ESTIMATED COST

\$

Page Denied

OGC 82-03864

19 April 1982

MEMORANDUM FOR: Director of Logistics

STAT FROM: 
Associate General Counsel


SUBJECT: New CIA Building--Memorandum of Understanding and Agreement for Design and Construction Services

1. This Office has no legal objection to the proposed agreement, which has already been signed by the GSA Regional Administrator. We would, however, like to comment on a few of the contract provisions.

2. The block entitled "Statutory References" on GSA Form 2100 incorrectly cites our authority as "the Central Intelligence Agency Act of 1947, as amended." The correct year, of course, is 1949. Paragraph 2 of the Project Plan describes the Headquarters compound as "an existing GSA-maintained facility." This language should be acceptable to both parties, but it does not by itself constitute an assertion of CIA ownership of the property. It would be preferable to use the phrase "an existing CIA/GSA-maintained facility." Paragraph 4, subtitle "The CIA Project Officer," is acceptable, but would be more specific if it read, "The Project Officer will assign architectural, engineering, security, legal and other advisers... ." Paragraph 4, subtitle "The Contracts Division (GSA)," could possibly imply that GSA holds "all basic contracting authority" for the Headquarters compound as a matter of law. This could be avoided by substituting the word "exercise" for "maintain." Paragraph 7 neglects to mention that CIA will concur with GSA in the approval of construction documents, although such coordination may certainly be implied. The phrase "with CIA concurrence" should be added to clarify the procedure.

3. I recommend that the above changes be made and the agreement resubmitted to GSA.

STAT


Associate General Counsel

OL 2 1857

ATTACHMENT
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